

Panaji, 30th January, 2025 (Magha 10, 1946)

SERIES II No. 44

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/14/95/Agri(Part)/Vol.II/2024-25/1520

Government is pleased to order the transfer of the following Group 'B' Gazetted Officers of this Directorate as indicated below against their names:

Sr. No.	Name & designation	Place of present posting	Place of posting on transfer
1	2	3	4
1.	Shri Krishnanath B. Naik, Agriculture Officer	Agriculture Officer (Crops), Crops & PP Section, Head Quarter	Agriculture Officer (Plant Protection), Crops & PP Section, Head Quarter vice Smt. Pallavi R. Shetye being transferred.
2.	Smt. Pallavi R. Shetye, Agriculture Officer	Agriculture Officer (Plant Protection), Crops & PP Section, Head Quarter	Agriculture Officer (Crops), Crops & PP Section, Head Quarter vice Shri Krishnanath B. Naik being transferred.
3.	Shri Prakash G. Raut, Agriculture Officer	Agriculture Officer (Extension), (Extension & IT) Section, Head Quarter	Agriculture Officer, District Agriculture Office (North), Goa Head Quarter vice Smt. Shruti S. Dhupkar being transferred.
4.	Smt. Shruti S. Dhupkar, Agriculture Officer	Agriculture Officer, District Agriculture Office (North), Goa, Head Quarter	Agriculture Officer (Extension), (Extension & IT) Section, Head Quarter, vice Shri Prakash G. Raut being transferred.
5.	Shri Sachin G. Gaonkar, Assistant Agriculture Officer	Zonal Agriculture Office, Canacona-Goa	Zonal Agriculture Office, Quepem-Goa vice Shri Mandesh K. Gaonkar being transferred.
6.	Shri Mandesh K. Gaonkar, Assistant Agriculture Officer	Zonal Agriculture Office, Quepem-Goa	Zonal Agriculture Office, Canacona-Goa vice Shri Sachin G. Gaonkar being transferred.

The above Officers at Sr. No. 1 to 4 shall stand relieved from their respective post w.e.f. 31-01-2025 (a. n). The Officers at Sr. No. 5 & 6 shall stand relieved from their respective post with immediate effect to join their new place of posting on transfer.

This is issued with approval of Government vide entry No. 2418 dated 09-01-2025.

By order and in the name of the Governor of Goa.

Sandeep B. Fol Dessai, Director (Agriculture) & ex officio Jt. Secretary.

Tonca-Caranzalem, 15th January, 2025.

Goa Human Rights Commission

Before the Goa Human Rights Commission

Panaji-Goa

Proceeding No. 88/2024

Mr. Anand Rangnath Tari,
H. No. 754, Near Ferry Point,
Durbhat, Ponda, Goa 403401 Complainant.

v/s

The Captain of Ports,
Panaji-Goa Respondent.

INQUIRY REPORT

(26th August, 2024)

The complaint dated 15-04-2024, was received from the Complainant, in respect of wrong fixation of his pay scale and for refund of the recovery of an amount of Rs. 54,906/- from his gratuity at the time of his retirement on 30-04-2023.

2. On perusing the complaint, the Commission by Order dated 10-06-2024, called for the reply from the Respondent.

3. The Respondent filed their reply dated 18-07-2024.

4. The Commission heard the Complainant in person and heard Shri Abhay Barve, Deputy Hydrographic Surveyor, on behalf of the Respondent.

5. The Commission has gone through the complaint, the reply of the Respondent and has considered the law on the subject.

6. The first grievance raised by the Complainant was that when his 2nd MACPS was fixed on 07-03-2016, he had given an option to fix his pay

as per his joining date instead of normal increment and the office did not inform him of the implication of the wrong option selected by him. He had joined as a Sailor, Group 'C' in the Captain of Ports Department on 01-03-1989 on ad-hoc basis and was regularized from 01-03-1989.

7. In their reply, the Respondent has stated that the Complainant was granted 2nd MACPS w.e.f. 01-03-2009, by Order dated 28-09-2015, as per the option exercised by him. Thereafter, he made several applications for rectification of 02nd MACPS pay fixation and guidance was sought from the Directorate of Accounts, who informed that the option once exercised is final. The Respondent informed the Complainant about the same by letter dated 20-02-2018.

8. Again, the Complainant had made a fresh application to the Under Secretary, Finance (R & C) Department, who by letter dated 18-11-2022, informed the Complainant that his request cannot be considered and the matter stands disposed of.

9. However, the Complainant again made a fresh application dated 18-04-2023, to the office requesting to allow him to re-exercise option/pay i.e. to fix his pay after accrual of normal increment in relaxation to the Rules and the Department of Finance again rejected the request.

10. Accordingly, in the facts of the present case, the Commission finds that all the applications preferred by the Complainant to correct/rectify his 02nd MACPS pay fixation were considered and rejected by the Government Departments. In this respect, the Commission finds that there has been no violation of human rights of the Complainant by the Respondent.

11. The second grievance of the Complainant is about the wrongful deduction from his gratuity. From the reply of the Respondent, it is seen that the Respondent had retired from Government service on 30-04-2023 as a Sailor, Group 'C'. They stated that when the pension case of the Complainant was sent to the Directorate of Accounts, it was returned with observations including that the pay fixation of 01st ACPS was incorrect i.e. the pay had been fixed at Rs. 4500 instead of Rs. 4400 and the Department was directed to examine the matter and action towards overpayment was initiated from the Complainant.

12. The Respondent stated that the Complainant had requested to adjust the recovery amount of Rs. 54,906/- from his retirement gratuity and No Demand Certificate dated 11-07-2023 was issued and the matter of recovery was settled and the pension case was re-submitted to the Directorate of Accounts

for his pension settlement and he had also given his consent to recover from his pension/relief/gratuity any Government dues that have remained uncovered and any excess payment made.

13. The facts of the present case bring out that the Complainant had retired on superannuation on 30-04-2023 and after his retirement, on 11-07-2023, No Demand Certificate was issued.

14. There is the Judgment of the High Court of Bombay at Goa in the case of **Jotiba Ishwar Mali vs the State of Goa and others, Writ Petition No. 285 of 2024**, decided by the Oral Judgment dated 03-04-2024.

15. The above case of **Jotiba Ishwar Mali (supra)** was a case where an excess payment of Rs. 4,18,633/- was recovered from the Petitioner after his retirement on the ground that this amount was wrongly paid to him. The High Court held that the excess payment was not due to any misrepresentation by the Petitioner and it was because of an error on the Respondents' part.

16. The above Judgment was based on the principles laid down by the Hon'ble Supreme Court in the cases of the **State of Punjab vs Rafiq Masih, A.I.R. 2015 SC 696** and **Thomas Daniel vs State of Kerala and others, 2022 SCC Online SC 536**.

17. Both the above referred decisions hold that where monetary benefits were given to the employees in excess of their entitlement due to unintentional mistakes committed by the concerned competent authorities in determining the emoluments payable to them and the employees were not guilty of furnishing any incorrect information/misrepresentation/fraud, which had led the concerned competent authorities to commit the mistake of making the higher payment to the employees, **no recoveries must be ordered or enforced after the retirement of such employees. In fact, the direction was not to recover from the retired employees or the employees who were due to retire within one year of the order of recovery.**

18. Guided by the above Judgments, the Commission finds that the Respondent could not have recovered the excess payment from his retirement gratuity, as the excess payment was not due to any mistake of the Complainant. The undertaking given by him to refund any excess payment is of no consequence, in view of the law laid down by the Courts.

19. Guided by the Judgment of the High Court of Bombay at Goa (supra), in the facts of the present case, the Commission finds that the Respondent could not have recovered the said overpayment of Rs. 54,906/- from the gratuity amount of the

Complainant after his retirement. It is also not the case of the Respondent that the excess payment was due to any misrepresentation by the Complainant.

20. Accordingly, the Commission recommends that the Respondent shall refund the recovered amount of Rs. 54,906/- (Rupees fifty four thousand nine hundred and six only) to the Complainant as expeditiously as possible and, in any case, not later than 60 days from today. If this amount is not paid to the Complainant within 60 days from today, it will carry interest at the rate of 8% per annum beginning from the date of this order until the date of payment.

21. Under Section 18(e) of the Protection of Human Rights Act, 1993, the Commission shall send a copy of the Inquiry Report together with its recommendations to the concerned Government or authority and they shall, within a period of one month or such further time as the Commission may allow, forward its comments on the report, including the action taken or proposed to be taken, to the Commission.

22. Copy of the Inquiry Report be sent to the Respondent, calling for their comments, including the action taken or proposed to be taken within a period of 60 days or on or before 28-10-2024, in terms of Section 18(e) of the Protection of Human Rights Act, 1993.

26/08/2024
(Demond D Costa) (Prasad Y. Karnat)
Acting Chairperson/Member Member
Goa Human Rights Commission Goa Human Rights Commission

Panaji, 26th August, 2024.



Captain of Ports Department
Government of Goa
Dayanand Bhandarkar Road,
Panaji - Goa - 403001, India.

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No. A - 33020/2024/COP/3620

Dated:- 18/12/2024


To,
The Under Secretary,
Goa Human Rights Commission,
18th June Road,
Panaji-Goa.

Subject:- Complaint filed by Shri Anand Ranganath Tari Ex Engine Driver of this department.
Reference :- Proceeding No 88/2024/257
Reference:- Your letter Proceeding No 88/2024/763 dated 11/11/2024.

Sir,

With reference to the above, it is to inform that as per the Inquiry Report dated 26/8/2024 in the Proceeding NO 88/2024/25 of Shri Anand Rangnath Tari, Ex-Engine Driver. The Finance Department (R&C) has agreed to refund the recovered amount of Rs. 54906/- to the Complainant namely (Shri Anand R. Tari, Ex-Engine Driver of Captain of Ports). The process to refund the same will be initiated very shortly.

Yours faithfully,


(Octavio A. Rodrigues)
Captain of Ports

Proceeding No. 32/2022

Daily Proceeding Sheet

24-04-2024
Sr. No. 15

Complainant present.

Shri Edwin Carvalho, Secretary, present
on behalf of the Respondent No. 1.

Ms. Sulaksha Kalekar, Head Clerk, present
on behalf of the Respondent No. 2.

Application filed by the Complainant for
payment with interest.

Application filed by Respondent No. 1
that approval was received from BDO of
MACPS-I and MACPS-II of the Complainant.

Arguments heard.

Inquiry Report passed.

The Respondent No. 1 has admitted that
the amount due to the Complainant, who
is a Peon of the Village Panchayat
Betalbatim, of the first and second MACPS
has been prepared after the approval of
the BDO, Margao, by letter dated
15-04-2024.

The Commission recommends that the
amount of Rs. 2,41,221/- (Rupees two lakhs
forty one thousand two hundred twenty
one only) be paid to the Complainant by
the Respondent No. 1, within 60 days from
today along with simple interest at 6%
per annum, from 01-04-2011 till date of
final payment, along with compensation
to the Complainant of Rs. 5000/- (Rupees
five thousand only) for the hardship
caused to him.

Copy of the Inquiry Report be sent to the
Respondent No. 1 calling for their
comments, including the action taken or

proposed to be taken within a period
of 60 days or on or before 25-06-2024, in
terms of Section 18(e) of the Protection of
Human Rights Act, 1993.

Sd/-

(Desmond D'Costa)
Acting Chairperson/Member,
Goa Human Rights Commission

Sd/-

(Pramod V. Kamat)
Member,
Goa Human Rights
Commission



Office of the Village Panchayat

Betalbatim
Salcete - Goa
Pin Code 403713
Ph: 2880036



Ref. No. VP/BET/2024-25/462

Date :- 21/06/2024

To,
The Under Secretary
Office of the Goa Human Rights Commission
Old Education Department Building,
1st Floor, 18th June Road, Panaji - Goa.


**SUB: Inquiry Report dated 24/04/2024 in Proceeding No. 32/2022.****Ref: Proceeding No. 32/2022/064 dated 24/04/2024.**


Sir,

With reference to the above cited Memorandum, The undersigned would
like to inform your office that this order has complied with the directives of the
Hon'ble Goa Human Rights Commission, Panaji - Goa on 24/04/2024 where
this office has duly paid the first and second MACPS amounting to Rs.
2,41,221/- to the Complaint along with simple interest at 6% per annum, from
01/04/2011 till date of final payment, along with compensation to the
Complainant Shri. Tulsidas N. Harmalkar of Rs. 5,000/-.

The copies of the Payment vouchers have been enclosed for your ready
reference.

Yours Faithfully,


(Edwin Carvalho)
Secretary, V.P. Betalbatim.

*File in 'Inquiry Report'
Proceedings No 32/2022
and send for Publication.*

9/7/24

Department of Labour

SCHEDULE

Notification

No. 28/02/2024-LAB/708

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 24-10-2024 in Case Ref. No. IT/01/2018 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 20th November, 2024.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Presiding Officer)

Ref. No. IT/01/2018

Workmen Rep. by
The General Secretary,
All India Trade Union Congress,
Velho's Bldg., 2nd Floor,
Opp. Municipal Garden,
Panaji-GoaWorkmen/Party-I.

V/s

M/s Goa Glass Fibre Limited,
Colvale, Bardez-Goa Employer/Party II.

Workmen/Party I represented by Ld. Adv. Shri Tarzan De Costa.

Employer/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 24th day of the month of
October of the year 2024)

By Order dated 16-01-2018, bearing No. 28/35/2017-LAB/49, the Government of Goa in exercise of its powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s. Goa Glass Fibre Ltd., Colvale, Bardez-Goa and All India Trade Union Congress, Panaji, Goa, referred the matter for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

(1) Whether the action of the management of M/s. Goa Glass Fibre Limited, Colvale, Bardez, Goa, in withdrawing, with effect from January, 2016, the benefits granted to six workmen, namely S/Shri Mandar Parsekar, Rameshwar Shiroadkar, Vidyadhar Talashikar, Nanda Desai, Rohan Narse and Naresh Gawde as per the terms of Memorandum of Settlement dated 14-08-2015 signed under Section 12(3) of the Industrial Dispute Act, 1947 (14 of 1947) is legal and justified?

(2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/01/2018 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, the Party I filed its Statement of Claim at Exhibit 7.

3. In the Statement of Claim the case of all the six Workmen namely S/Shri Mandar Parsekar, Rameshwar Shiroadkar, Vidyadhar Talashikar, Nanda Dessai, Rohan Narse and Naresh Gawde is that they had been appointed on 31-10-2014 in W-4 Grade by the Party II and their services were confirmed by Party II w.e.f 30-04-2015. Accordingly, the said six workers became permanent team members (workmen) of the company as on 30-04-2015.

- i) Shri Mandar Parsekar.
- ii) Shri Rameshwar Shiroadkar.
- iii) Shri Vidyadhar Talashikar.
- iv) Shri Nanda Desai.
- v) Shri Rohan Narse.
- vi) Shri Naresh Gaudé.

4. The Party I stated that the Party I and the Goa Glass Fibre Employees Union (GGFEU) entered into the Memorandum of Settlement dated 14-08-2015. It is stated that the benefits under the said settlement would be applicable to **"All the permanent Team Members (Workmen) of the Company in Grade W-0 to W-4, employed in the Plant of the Company at Colvale, Goa"** and that vide the Memorandum of Settlement dated 14-08-2015 new pay scale will be applicable to the said workers w.e.f 01-05-2015 and accordingly paid to the said six workers from 01-05-2015 to January, 2016.

5. The Party I further stated that the Party II thereafter stopped the payments and other benefits granted to the said workmen on the ground that as per the terms of Memorandum of Settlement, the said six workmen were not eligible for the new pay-scale and other benefits. Accordingly, a dispute was raised before the Labour Commissioner which ended in

failure due to the adamant and rigid attitude of Party II/Company and thereafter the matter was referred to the Industrial Tribunal for adjudication.

6. The Party I states that they are eligible for the benefits under the said Memorandum of Settlement and also by virtue of a letter from the Plant Director of the Party II informing them that vide the Memorandum of Settlement dated 14-08-2015 the new pay-scale will be applicable to the said workmen from 01-05-2015.

7. The Party II in their Written Statement filed at Exhibit 8, objected the reference on merits as well as by raising preliminary objections by submitting that the present claim filed by the Party I cannot be construed as an "industrial dispute" as defined under Section 2(k) of Industrial Disputes Act, 1947 and as such the matter cannot be entertained by the Industrial Tribunal and the present Union who has filed the Claim Statement has no locus standi to file the same or to represent these six workmen in the present reference.

8. On merits, it is the case of Party II that all the 6 workmen have been issued appointment letters on 31-10-2014 and that all the said 6 workmen had joined the services of the Party II/Company on 01-11-2014 and during the initial period they were probationers and not confirmed employees of the Party II. That the services of the said six workmen were confirmed on 30-04-2015 and that they were made as permanent team members of the Party II/Company as on 30-04-2015. The Party II states that the settlement is signed on 14-08-2015 and as per the Clause 1.3, the settlement was applicable to all the Permanent Team Members (workmen) who are under the Muster Rolls of the Company as on 31-03-2015. The Party II states that since the Party I/Workmen were confirmed in services as on 30-04-2015 as per the above mentioned clause, the said settlement dated 14-08-2015 and its benefits shall not be applicable to them in view of Clause 1.3 of the Settlement dated 14-08-2015.

9. The Party II submits that this settlement dated 14-08-2015 is not applicable to the Party II workers who were on probation as on 29-04-2015 and who were confirmed only on 30-04-2015. The Party II therefore states that the six workmen in the reference were not confirmed in the services of the company as on 31st March, 2015, and therefore were/are not eligible for the benefits of the said settlement.

10. The Party II further stated through their amended pleading, that the communication dated 16-02-2022 & 02-01-2023 clearly suggest that the Goa Trade Union's Confederation or any other Union is not having locus standi to represent, raise dispute as well as have any right to refer the present dispute before this Tribunal or any other Competent Forum.

11. Considering the Claim Statement of Party I and the Written Statement filed by the Party II, following issues were framed by this Tribunal on 11-02-2020.

ISSUES

1. Whether the Party I proves that the action of the Party II in withdrawing the benefits granted to six workmen mentioned in the Schedule w.e.f. January, 2016 as per the terms of the Memorandum of Settlement dated 14-08-2015 signed under Section 12(3) of the Industrial Disputes Act, 1947, is illegal and unjustified?
2. Whether the Party I Union proves that it has locus standi to raise the present dispute?
3. Whether the Party II proves that reference is not maintainable as claim of Party I is not an "Industrial Dispute" as defined under Section 2(k) of the Industrial Disputes Act, 1947?
4. What Relief? What Award?

12. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties and considering the same my findings on the issues with reasons are as follows:

- Issue No. 1 : In the affirmative.
 Issue No. 2 : In the affirmative.
 Issue No. 3 : In the negative.
 Issue No. 4 : As per final order.

REASONS

13. *Issue No. 1:* It is the case of the Party I that as on 14-08-2015 when the said Settlement was executed, the six workmen under present reference were the permanent Team Members (Workmen) of the Company in Grade W-4 and under the Muster Rolls of the Company. The said six workmen continued to be in the service of the company after the signing of the said Settlement dated 14-08-2015. Therefore, the six workmen under reference are eligible for the benefits under the said settlement.

14. It is the contention of the Party I/Workmen that the Employer/Party II vide their letter dated 24-08-2015 informed the six workmen under the reference that their basic salary, FDA, house rent allowance, would be enhanced from May, 2015 as per the terms of the Memorandum of Settlement dated 14-08-2015. Pursuance to that, the six Workmen under reference were paid new pay-scale to their basic salary, FDA, house rent allowance, from May, 2015 to December, 2015. It is further contented that the Party II did not give any notice/communication

to the six Workmen under reference that the new pay-scales given to them under the Memorandum of Settlement dated 14-08-2015 would be discontinued after December, 2015.

15. Attention of this Tribunal has been drawn to the terms of settlement signed between the Management and the employees which terms of settlement have been also signed by all the six employees under the reference.

16. Under Clause 1.2 of the Terms of the Settlement the benefits under the settlement are applicable to all the Permanent Team Members "(Workmen) of the Company in Grade W-0 to W-4 employed in the Plant of the Company at Colvale-Goa. The Memorandum of Settlement was signed on 14-08-2015 and on the said date of Settlement all the six workers under the reference were on the Muster Rolls of the Company/Plant/Party II as Permanent Team Members. Therefore, the six workers under the reference were eligible to the new pay-scales/benefits under the said Settlement dated 14-08-2015 contented Ld. Advocate Shri D'Costa on behalf of the workmen. For better understanding, further relevant terms of settlement are reproduced and the same reads as under:

Terms 1.3:- "all the Permanent Team Members (Workmen) who are under the Muster Rolls of the Company as on 31-03-2015 and who continue to be in the service of the Company as on the date of this Settlement".

18. It is to be noted that under Term 1.2 the workmen have to be Permanent Team Members (workmen) in the service of the Company as on the date of the Settlement. The six workmen under reference were Permanent Team Members (workmen) as on the date of Settlement i.e 14-08-2015.

19. Ld. Advocate Shri Tarzan De Costa contended that the term "Permanent Team Members" mentioned in Term-1.2 and 1.3 has not been defined in the Memorandum of Settlement but the term "Permanent Workmen" is defined in the Schedule (Section 2-A) of the Industrial Employment Act (Standing Orders) Act, 1946 and the Industrial Employment (Standing Orders) Central Rules, 1946. Under Schedule-I Rule 2(b) "Permanent Workman" is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or other occupation in the Industrial Establishment.

20. Thus, it is the contention of Ld. Adv. Shri Tarzan De Costa that the six workmen under the reference were appointed on probationary basis on 31-10-2014 and they completed the probationary period of three

months in the same industrial establishment as on January, 2015. Therefore, as on 31-03-2015, the six workmen under the reference were permanent workmen. The Memorandum of Settlement came into effect from 01-04-2015. Hence, the contention of the Party II/Employer that the six workmen under the reference cannot be considered as permanent workmen/Permanent Team Member (Workmen) as on 31-03-2015 cannot be accepted. It is also to be noted that the Party II informed the six workmen under the reference by letter dated 24-08-2015 that they are eligible for new pay-scales and other benefits under the Memorandum of Settlement dated 14-08-2015. The said letter dated 24-08-2015 was not withdrawn by the Management/Party II till date nor the workmen were put to notice about the intention of the Management to withdraw the said benefit already availed by these workmen in pursuance to the said letter dated 24-08-2015. The workmen under the reference since have availed the benefit and the Management having acted in pursuance to the letter dated 24-08-2015 and having granted the benefits, therefore, there does not exist any prudent ground or any legal basis for the Management to withdraw the new pay-scales already made applicable to these workmen.

21. That the six workmen under the reference have already availed the benefits of the Settlement by way of new pay-scale and other benefits, the Management also has deducted at source one time amount of Rs. 3000/- (Rupees three thousand only). Therefore, the Employer/Party II estopped from doing any act detriment to the interest of these workmen since they have been already made the beneficiaries of the Settlement dated 14-08-2015. In support of the above contention, the Party I/Workmen have examined the workman Vidyadar Talashikar as their witness, who stated that Clause 1.3 gets applicable to him as it mentions that the permanent workmen who are under the Muster Rolls of the Company on 31-03-2015 and also who continued to be in the service of the Company as on the date of Settlement and that Exhibit 15 gets applicable to him".

22. As against this, it is the defence of the Party II that by inadvertence they paid the new pay scales under the said Memorandum of Settlement dated 14-08-2015 to the six workmen under the reference from 01-05-2015 till December, 2015. The further defense of the Party II is that the Party I/Workmen were not permanent workers as on 31-03-2015 and so, they were not eligible for the new pay-scales as stipulated in the Memorandum of Settlement dated 14-08-2015. So, according to the Party II, the six workers under the reference were not eligible to the new pay-scales/benefits under the said Settlement

dated 14-08-2015, as under Term 1.3 they were not Permanent Team Members (Workmen) as on 31-03-2015.

23. In support of the above defence, the Party II sought to place reliance on the deposition of the Party I witness, Mr. Vidyadar Talashikar, wherein, in the cross-examination he stated that Clause 1.3 gets applicable to the workmen who are under the Muster Roll of the company as on 31-03-2015. Therefore, according to Adv. P. Chawdikar in terms of Clause 1.3, all the six workmen under the reference since were not on the Muster Roll of the company, therefore, are not entitled for the benefit in terms of the Memorandum of Settlement at Exh. 15. The above contention is not appreciated as the same witness further in the cross-examination has stated that this benefit also extends to the workman who continues to be in the service of the company as on the date of the settlement in view of Exh. 15 i.e. the Memorandum of Settlement. Whether the benefits of Memorandum of Settlement is applicable to these workmen or not, shall not depend on the oral evidence brought on record when there is a written instrument to that effect. It is a matter of record that both the Parties to the present reference have relied upon the Memorandum of Settlement in support of their respective case. Therefore, how much of oral evidence led, if the same is contrary to the contents of the document, that much of oral evidence cannot be relied upon and one has to consider the written contents of the instrument over the oral evidence. That so much so of such oral submission shall not brush aside the written contents of the document. In order to find out whether the terms of the Memorandum of Settlement were in fact applicable to these six workmen or not, for that we need to revisit to the applicability clause of the Memorandum of Settlement at Exh. 15.

Applicability:

1.1 the benefits under the Settlement are applicable to:

1.2 All the permanent Team Members (Workmen) of the Company in Grade W-0 to W-4, employed in the Plant of the Company at Colvale, Goa.

1.3 All the permanent Team Members (Workmen), who are under the muster rolls of the Company as on 31st March, 2015 and who continue to be in the service of the Company as on the date of this settlement.

24. Thus, the sub-clause 1.2 of the applicability clause speaks about the benefits being extended to all the permanent team members i.e. the Workmen in Grade W-0 and W-4 employed in the Plant. Clause 1.3

is a distinct clause, which categorize the workmen as all the permanent team members who are under the Muster Roll as on 31-03-2015 and who continue to be in the service of the Company as on the date of the settlement. From the plain reading of the applicability clause, it appears that sub-clause 1.2 and sub-clause 1.3 are two different categories of the workmen as both these clauses starts with all the permanent team members (Workmen) and further specifies the categories. There is no dispute over the fact that the aggrieved workmen under the present reference comes within the purview of Clause 1.2 and partially falls under Clause 1.3 as they continued to be in the services of the Company as on the date of the settlement.

25. Be it as it may, the Company by its own acts and action has made the benefits of the enhanced payment applicable to all these workmen under the reference and the workmen have been paid the salary in terms of the Memorandum of Settlement dated 14-08-2015. Not only that, an amount of Rs. 3000/- has also been deducted at source as one time wage arrears payable to each workmen to whom this benefit of wage revision was extended and these six workmen have availed the said benefit by way of new enhanced pay-scale and other benefits which fact is also not disputed by the Management. Therefore, there is no reason as to why a principle of estoppel should not be made applicable to the Management. The Company having acted upon the their letter dated 24-08-2015 to make the terms and conditions of the Memorandum of Settlement applicable to the workmen and further extended the benefits to these workmen. It is also a matter of record that the Party II/Company without any notice stopped the payment of new pay-scales and other benefits to these workmen sans any legal justification. The stand taken by the Party II/Company that the new pay-scale and the other benefits were made applicable to these workmen and they having received the benefits was by way of inadvertence is unacceptable, same being detrimental to their rights to receive the revision in wages. These workmen since are entitled for the enhanced wages in terms of the Memorandum dated 14-08-2015. Therefore, the action of the Management in withdrawing the benefits granted to the workmen under the present reference w. e. f. January, 2016 is illegal and unjustified and hence the issue No. 1 is answered as affirmative.

25. Issue No. 2: According to the Ld. Adv. Shri P. Chawdikar appearing for Party II, this issue as regards to the locus standi of Party I/Union goes to the jurisdiction of this Tribunal. It is the contention of Shri Chawdikar that the present dispute was initially raised before the Assistant Labour

Commissioner by the All India Trade Union Congress (AITUC). The records reveal that the dispute was initially signed by Mr. Christopher Fonseca, the General Secretary of the said Union. That in the month of December, 2017 all the workmen of the Party II Company had resigned from the said AITUC Union in mass and the copy of the same was forwarded to the said Union, Labour Commissioner as well as the Management. That after resigning from the said Union, the workmen joined the other Union i.e. Goa Trade Union's Confederation, where Mr. Ajeetsingh Rane was the President. That since the Party I had left the AITUC Union, the said Union stopped representing the workmen but the dispute which was raised before the Assistant Labour Commissioner remained as it is and hence, the present reference. It was contended that since the present reference currently is in the name of the AITUC Union, therefore the present Union i.e. Goa Glass Fibre Employees Union does not have locus standi to continue with the dispute. It is further stated that the Claim Statement which is before this Tribunal in the present case is only signed by the Advocate and the same is not signed by any of the 6 workmen nor the same has been verified by any one of them. Ld. Advocate Shri Chawdikar further submitted that except Mr. Vidhyadar Talashikar, none of the other workers deposed in the present matter which clearly shows that they are not interested in pursuing the present matter and as such no cognizance be taken and no relief be given to them.

26. In support of the above contention, he placed reliance in the case of **Deepak Industries Ltd. and Anr. V/s State of West Bengal and Ors.** It is an admitted position that the 174 dismissed workmen of the appellant were not members of the union which espoused their cause before the Tribunal and it is also an admitted position that there is no resolution either of the general body of the workmen of the appellant or of the executive body of the union and it is also an admitted position that the said 174 dismissed workmen neither individually nor as a body authorized the union to espouse their cause before the said Tribunal. In these circumstances, the appellant contended that there existed no Industrial dispute within the meaning of Section 2(K) of the Industrial Disputes Act, 1947. The appellant further contended that there existed no union of the workmen in the name of New Allenberry Workers' Union. At the material time and none of the said 174 workers were the members of the said union and as such it had no representative capacity so far as the said employees of the appellants were concerned. The appellant also alleged, that the Tribunal had no jurisdiction as there was no industrial dispute and

the order of reference by the Government of West Bengal, Labour Department, dated the 20th of November, 1968 was incompetent.

The main question raised before the Tribunal was that the reference was not maintainable and the union had no authority or locus standi to sponsor or espouse the case of the said 174 workmen of the appellant; The learned trial Judge held that there was evidence that the union had espoused the cause of the said 174 discharged workmen though they were not members of the said union and as such the rule was discharged. But the learned Judge expunged a portion of the judgment and order of the Tribunal which contained disparaging remarks against one Sri K.L. Purohit, the personnel officer of the appellant.

Now applying the said principles to the facts of this case it appear that from the very beginning the appellant, that is, the management contended that the union had no authority to represent the 174 dismissed workmen of the appellant. That was the stand of the appellant at the conciliation proceeding and also before the Tribunal to which the alleged industrial dispute was referred under Section 10(1) of the Industrial Disputes Act by the State Government. Therefore, in such circumstances it became incumbent on the respondent-union to produce material and documentary evidence to show it has the requisite authority to represent the dismissed 174 workmen of the appellant. It is an admitted position that the said 174 workmen were not members of the respondent-union at the date of the reference. It is also not disputed that none of the said 174 employees had raised any dispute with the appellant or supported the respondent-union in the said reference by any documentary or other material supports. Merely because the union was registered under the Indian Trade Union and sometime prior to the reference it was a party to an agreement with the appellant representing the workmen are not conclusive to give the alleged dispute "the character of industrial dispute" within the meaning of Section 2K of the Industrial Disputes Act, 1947. The same also should be said about the correspondence by the union on behalf of the dismissed workmen with the appellant and their employees would not confer the authority on the respondent-union to represent the dismissed 174 employees. There must be some material on which it can be held reasonably that the union is duly authorized to espouse the cause of the said 174 dismissed employees of the appellant in the said reference. In the absence of any such material evidence either a resolution of the members or authorization by an individual workmen out of the said 174 workmen or substantial number of them it

cannot be said that the respondent-union had the capacity of authority to represent the said 174 dismissed employees of the appellant at any stage. It is to be noted that all through the appellants were disputing the locus standi of the union to represent the said 174 dismissed employees and in spite of such question being raised by the appellant the respondent union has failed to produce any evidence to establish or prove its authority in the reference to represent the dismissed employees. In the absence of authorization by individual workman or a number of workmen out of the said 174 dismissed workmen of the appellant or in the absence of any resolution of the members of the respondent-union to espouse the cause of the 174 dismissed workmen of the appellant in the reference it cannot be said on the facts and in the circumstances of this case that the union had locus standi to represent the said 174 dismissed employees of the appellant. Before the principle of community of interest is laid down it must be proved by material evidence that the dismissed 174 workmen of the appellant are raising a dispute with the appellant. In the absence of such proof, the question of community of interest cannot arise for obvious reason that in order to be a community of interest there must be interest existing between all of the workmen. If the said 174 have ceased to have any interest in the employment of the appellant after their dismissals there cannot exist any community of interest between the said 174 dismissed employees and the existing employees of the appellant any longer. In the facts of this case it must be held that there was no industrial dispute within the meaning of Section 2(K) of the Industrial Disputes Act, 1947 as the union who espoused the cause of the said 174 dismissed employees of the appellant had no valid or legal authority to represent the dismissed employees."

27. Dismissing the above contention of Ld. Adv. P. Chawdikar, Adv. Shri Tarzan De Costa submitted that the objection as regards to the locus standi raised by the Party II is technical in nature. That, this being a beneficial legislation to the workmen at large, the Tribunal is not required to follow strict rules and regulations. As regard to the objection of the Statement of Claim being not signed by the Union or the workmen, it is stated that the same has been signed by the Advocate on record. Attention of this Tribunal has been drawn to Rule 36 and 37 of the I. D. Act which deals with the representation of the Parties. Rule 36 enforces the authority in favour of the person or persons to represent a workman or a group of workmen or an employer in any proceeding under the Act. Rule 37 provides any Party who has been represented by a representative, shall be bound

by the act of that representative. Further in terms of Rule 10 (a), the Statement of Claim can be submitted by the Employer or the Party representing the workmen or in the case of individual workman, the workman himself can submit the Statement. It is further submitted that the workmen under the present reference were the members of Goa Glass Fibre Employees Union and who were being represented by All India Trade Union Congress (AITUC) that the Memorandum of Settlement has been signed by Mr. Christopher Fonseca, the General Secretary of All India Trade Union Congress (AITUC) who represented the workmen and it is this Union who had also raised the present dispute before the Asst. Labour Commissioner. In support of the above contention, he placed on record the application dated 19-09-2024 and also produced on record the minutes of the meeting dated 05-10-2017 in respect of the said dispute raised by the committee member of All India Trade Union Congress (AITUC) before the Asst. Labour Commissioner.

28. The main objection raised by the Party II is that the order of reference is in the name of M/s Goa Glass Fibre Ltd. and the workmen represented by All India Trade Union Congress (AITUC) whereas in the Claim Statement, the cause title reads as Goa Glass Fibre Employees Union V/s. M/s. Goa Glass Fibre Ltd., and that the Claim Statement has not been signed by the Union as named in the cause title nor the same has been signed by the All India Trade Union Congress (AITUC), neither the same has been signed by any of the workmen under the reference. Attention of this Tribunal is also drawn to the order dated 31-01-2022 at Exh. 18 on the Application filed by one among the six workmen under the reference. Shri Nanda Dessai, one of the workmen filed application seeking withdrawal of the Claim which Application was dismissed for the reason more particularly mentioned in the said order. What has been tried to impress upon by Ld. Adv. P. Chawdikar is that the Party I has no locus standi to raise the dispute as they are not the members of the Union who has espoused the dispute before the Labour Commissioner. A strong reliance has been placed in the case of Deepak Industries Ltd. (Supra).

29. Distinguishing the ratio laid down in the judgment of Deepak Industries (Supra), Ld. Adv. Tarzan De Costa submitted that the said judgment is not applicable to the facts of the case in hand as the workmen herein are not at all represented by any of the Union before this Tribunal. Therefore, the question of whether the said Union had/had not any authority to sponsor or to espouse the cause of the six workmen is irrelevant. In the said Judgment, the Court has given findings pertaining to legality and

illegality of the Union and whether the Union was authorized to espouse the cause or otherwise, whereas, in the present case the Union had represented the present workmen up-till the stage of conciliation proceedings before the Labour Commissioner. However, the Union did not represent the Party I/Workmen before the Tribunal in the present reference. In support of the above contention, he placed reliance in the case of **Ram Lal Guramal Textile Mills V/s State of Punjab and Ors, Punjab and Haryana High Court (1958) II LLJ 245-Justice Bishan Narain.**

30. Considering the submission made by Ld. Adv. Shri De Costa that the workmen under reference are being represented by the Advocate on record, this Tribunal thought it appropriate to verify the records, during the course of argument, however it was seen that there was no Wakalatnama signed by all the six workmen authorizing the Advocate on record to represent them in the present reference. The Wakalatnama which is on record is signed by Adv. Ajeetsingh Rane being authorised representative of the workmen as well as by the present Advocate on record. That in order to rectify the error and in order to make the records straight, the Ld. Adv. Tarzan De Costa who has been representing the Party I/Workmen placed on record fresh Wakalatnama duly signed by the Party I/Workmen except the workman, Shri Nanda Dessai who had earlier filed an Application seeking withdrawal of the claim. Having done so, the Ld. Adv. Tarzan De Costa thus duly represents all the 5 Party I/Workmen except Shri Nanda Dessai thereby puts a full stop to the objection as regards the locus standi of the Union i.e. the Party I in representing the Party I/Workmen in the present case. By signing the Wakalatnama in favour of Adv. Shri Tarzan De Costa, the error on the face of record has been now rectified, same being a technical issue, thus, giving a clear authority to the Advocate on record to represent them in the present reference. At the risk of repetition, this Tribunal would like to emphasize the fact that this being the legislation for the benefit of the workmen, the reference cannot be rejected merely because the workmen now has resigned from the Union and are not affiliated to any Union but wish to prosecute their Claim before this Tribunal by engaging a legal representative. Hence, the Issue No. II stands answered in affirmative.

31. *Issue No. 3: Section 2 (K) of the I. D. Act "defines Industrial Dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;"*

32. It is a matter of record that the six workmen were appointed on probation on 31-10-2014 in W-4 Grade in the Plant of the Party II. By letter dated 27-04-2015 the six workmen were confirmed in their services that on 24-08-2015 (i.e after the said Memorandum of Settlement dated 14-08-2015 was executed) the six workmen were informed by the Employer/Party II of the new pay-scales and other benefits applicable to them with effect from 01-05-2015. The said Memorandum of Settlement came into effect on 01-04-2015. Accordingly, the Employer/Party II paid the six workmen under the reference the new pay scales and other benefits (Basic, FDA, House Rent Allowance) from May, 2015. That, without prior notice, information and communication, the Employer/Party II suddenly stopped paying the six workmen under reference the new pay-scales and other benefits (Basic, FDA, House Rent Allowance) from Jan., 2016.

33. Therefore, the six workmen raised the dispute of non-payment of their salary from Jan., 2016 before the Labour Commissioner. The said dispute ended in failure and the matter was referred to this Hon'ble Tribunal for adjudication by virtue of Order dated 16-01-2018 bearing No. 28/35/2017-LAB/49. From the chronology of the event stated hereinabove and the schedule of the reference order, clearly spells out existence of the industrial dispute and same being referred for adjudication before this Tribunal, therefore by no stretch of imagination it can be construed that there is no 'industrial dispute' existing between the Party I/Workmen and the Party II/Employer. The contention of the Party II that the claim raised by the All India Trade Union Congress cannot be pursued by the present Union in the name of the AITUC and that the Claim Statement since not signed and verified by the AITUC as raised by the present Union, therefore the present reference is not maintainable being not an 'industrial dispute' is a misplaced statement and not in consonance with the definition of Section 2(k) as canvassed by the Party II, hence this issue stands answered in the negative.

34. Of the six workmen under the reference, one of the workman namely Shri Nanda Dessai did not sign the Wakalatnama authorizing Adv. Tarzan De Costa to represent him in the present reference. It has been brought to the notice of this Tribunal that the same workman had filed an Application seeking withdrawal of his Claim. The said Application of the workman was dismissed by an order dated 31-01-2022 for the reasons mentioned in the said order. The act of the said workman, Shri Nanda Dessai is not productive for the welfare of the other workmen

who have been pursuing the present reference diligently, as such said Shri Nanda Dessai cannot be allowed to avail and enjoy the fruits/benefits of the order passed by the Tribunal in this reference.

Hence the following Order:

ORDER

- (1) The Party I (Workmen) except Shri Nanda Dessai are eligible for the benefit under the Memorandum of Settlement dated 14-08-2015 consequently, the Party II is directed to pay the benefits/new pay-scale to the remaining five workmen named in the reference w. e. f. January, 2016.
- (2) No order as to costs.
- (3) Inform the Government accordingly.

Sd/-

(Vijayalaxmi Shivolkar),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/02/2024-LAB/Part-I/760

The following Award passed by the Labour Court-II, at Panaji-Goa on 04-11-2024 in Case No. Ref. LC-II/IT/26/09 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 18th December, 2024.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/26/09

Shri Nilkant Saperkar & 4 Others,
Rep. by Vicco Laboratories Workers
Union, Shetye Sankul, 3rd Floor,
Tisk, Ponda-GoaWorkman/Party-I.
V/s

M/s Vicco Laboratories Ltd.,
24/1D-2, Mologa-De-Orora,
Corlim, Tiswadi-Goa Employer/Party II.

Workman/Party I represented by Ld. Adv. Shri N. Kamat
alongwith Ld. Adv. Shri V. Pangam.

Employer/Party II represented by Ld. Adv. Shri G. K.
Sardessai.

Panaji, Dated: 04-11-2024.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 21-08-2009, bearing No. 28/11/2009-LAB-I referred the following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court in turn assigned the present dispute to this Labour Court-II, vide his order dated 20-09-2010.

"(1) Whether the action of the management of M/s. Vicco Laboratories Limited, Corlim, in severing the employer-employee relationship between the five Workmen, namely (1) Shri Nilkant Saperkar, (2) Shri Ramnath Gaude (3) Shri Rohidas Gaude (4) Shri Namdev Sawant and (5) Shri Surendra Mulgaonkar and the Employer M/s. Vicco Laboratories Limited, Corlim, amounts to termination of services of the Workmen with effect from 11-09-2008, and whether such termination is legal and justified?

(2) Whether the demand of the Workmen for employment with back wages and continuity in service is legal and justified?

(3) Depending on answers to (1) and (2) above, what relief, the Workmen are entitled to?"

2. On receipt of the reference, a case was registered under No. IT/26/09 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workmen/Party-I (for short 'Workmen'), were represented by M/s. Vicco Laboratories Workers Union, Tisk, Ponda, Goa, hereinafter referred to as ("the said Union"). The Union stated that they have filed the claim statement on 15-10-2009 at Exb. 5 on behalf of the five workers.

3. The facts of the case as pleaded on 11-09-2008 are:-

The Managing Director and other officers of the Employer called the above Workmen and one more worker namely Mr. Naresh Parsekar one by one and forced them to sign on the letter of resignation on the false ground of theft. The Union stated that the Workmen were pressurized and were forced to sign the said letter of resignation. The management

threatened to file a criminal complaint against them and destroy their future by publishing their photos in the Local Daily Newspaper, if the letter of resignation was not signed by them. The Union stated that though the Workmen were called singularly, one by one, the threats were common against them to force them to sign the said letter of resignation. The Union stated that the Workmen throughout their career had no misconduct against them. The Union stated that the Workmen was/were forced to resign despite having worked continuously worked for 12 years. The Workmen had no reasons to resign from their employment in this manner. The Union stated that the Workmen have given their precious years to achieve the goals of the Employer Company. The Union stated that the officer had kept so called letter of acceptance ready. It was sent by post. The Union stated that the force applied and threats given by the Managing Director is against the principles of Employment. In case of resignation one month's notice is to be given. The Union stated that the Workmen had worked sincerely and achieved for the Employer Company its brands and goodwill in the market. The stature of the Company in the market was due to the joint efforts of the Management of the workers. It was stated that the Employer acted with malafides, pressurized and threatened the Workmen to sign the said letter of resignation. The management falsely alleged that the Workmen are involved in theft of the Company's products. The Union stated that the Employer neither issued any charge-sheet, nor held enquiry. The Union stated that the workers never had the intention to resign or leave employment since they are the only earning hand in their family, having dependent on them their old aged parents and wife and children. The Union stated that the Workmen only signed the said letter of resignation under fear created by the Employer in the presence of the official related to the company. The Union stated that the Workmen namely Shri Nilkant Saperkar, Shri Ramnath Gaude, Shri Rohidas Gaude, Shri Namdev Sawant and Shri Surendra Mulgaonkar were appointed by the Employer 12 years ago however, no grades were given at the time of their appointment initially. The Union stated that after about 2 years the Workmen were designated as a semi-skilled workers. The union stated that the Workmen had worked continuously for more than 12 years with unblemished records till their illegal termination. The Union stated that the said Workmen Shri Nilkant Saperkar is not married. He is the only earning son in his family and has to maintain his old aged parents. The Union stated that due to the action of the management in terminating his service by forcefully obtaining his signature on

the said letter of resignation caused by the false allegations the Workmen have faced hardship to himself and his family. The Union stated that the Workmen Shri Ramnath Gaude is married and is having a child. The Union stated that the said Ramnath is the sole bread earner in his family and has to maintain his parents, wife and a child but, due to the action of the management in terminating his service by forcefully obtaining his signature on the alleged letter of resignation on the false allegation have caused hardship to his family. The Union stated that the Workmen Shri Rohidas is married and is having a school going child and he has to maintain his family, his school going child and due to the high cost of education and high cost of living is unable to maintain his family due to the action of the management in terminating his service by forcefully obtaining his signature on the said letter of resignation. It has caused hardship to himself and his family. The Union stated that the Workmen namely Shri Namdev is also married and he is the only bread earner in his family and has to maintain his parents and his wife, but due to the action of the management in terminating his service by forcefully obtaining his signature on the said letter of resignation on the false allegation have caused hardship to himself and family. The Union stated that the Workmen namely Shri Surendra is married and has a child. He is the only bread earner in his family and has to maintain his parents, wife and child, but due to the action of the management in terminating his service by forcefully obtaining his signature on the said letter of resignation on the false allegation have caused hardship to himself and his family. The Union stated that the said Workmen were the Committee Members of the Trade Union of Workmen. During the previous process of the earlier Settlement this Workman along with other Committee Members were terminated from their services and the Committee were pressurized to sign the earlier Settlement as dictated by the Employer. On signing the earlier Settlement, they were subsequently reinstated with continuity in service. The Union stated that the Employer has ruined their career as the workmen are unemployed since 11-09-2008 and have no source of income and has to maintain their family on whatever savings they had. The Union stated that the malafide motive of the Employer to terminate the service of the Workmen by hook or by crook is reflected from the reply they have filed before the Conciliation Officer and the letter of dismissal letter dated 11-09-2008 of Mr. Naresh Parsekar. The Union stated that the Workmen were the members of the Union and that the Charter of Demands was under negotiation. The Employer

forced the Workmen to sign the said letter of resignation in order to pressurize the Union to sign the Settlement as dictated by the Employer. The Union stated that as the Workmen were called by the Managing Director of the Employer in his chamber singularly and one by one, Workmen not realizing about the bad intention of the Employer secure in obtaining hopefully the signature of the Workmen on the said alleged letter of resignation. The Union stated that however the management was not successful in obtaining the signature of Mr. Naresh Parsekar who was then dismissed from the service on the same day i.e. on 11-09-2008. The Union stated that the alleged resignation is not a resignation, but a forceful and arbitrary dismissal of the Workmen under the pretext of resignation. The Union stated that the workers signature were obtained forcefully on the draft dictated by the Managing Director in his chamber without offering them an opportunity to seek advice from the Union and without furnishing a copy thereof. The Union stated that the Workmen could get the copy of the alleged resignation only in the Conciliation proceeding before the Conciliation Officer through the reply filed by the Employer. The Union stated that the Workmen in the absence of the copy of said letter of resignation had to discuss the issue with the Union. The Union stated that due to the absence of copy of the alleged letter of resignation, it took some time to put the proper facts in writing. The Union stated that they never wanted to resign from the service and want to withdraw the alleged letter of resignation. The Union stated that being under tremendous pressure and alone the worker were not allowed to meet the Union representative nor other workers. The Union stated that they were forced to resign from the services based on the said letter of resignation. The Union stated that the Employer is in the habit of harassing the Workmen by one way or the other and that during ongoing discussion of the previous settlement, the committee members were terminated from the services and thereafter were reinstated with full back wages and continuity of services. The Union stated that the action of the management in obtaining the signatures on the alleged letter of resignation under threat and coercion amounts to illegal termination of services. The Union stated that the action of the management in terminating the services of the Workmen under the pretext of resignation is against the principles of natural justice, biased, and vindictive to harass the Workmen and pressurize them to divide from the Union activities. The Union therefore, prayed that an Award be passed directing the Employer to reinstate the Workmen in their employment with full back wages and other consequential benefits.

4. The Employer resisted the aforesaid claim statement of the Workmen by filing its written statement on 30-08-2010 at Exb. 6. The Employer, as and by way of its preliminary objections, submitted that the present reference filed by the Union is bad in law and hence not maintainable, that the Workmen have not given any justification for the demand/claim praised by them, that the Workman Shri Nilkant Saperkar and 4 others have voluntarily resigned from their services and therefore the present reference on the presumption, that there is a termination of services of Workmen is ab initio void, that the present dispute of the Workmen is not an "industrial dispute" as defined under the I.D. Act, 1947 and that there is non application of mind by the appropriate Government while referring the present dispute.

5. The Employer stated that the Workmen Shri Nilkant Saperkar and 4 others were employed by them and that they proposed to dismiss Shri Nilkant Saperkar and 4 others for committing theft in the company's premises. The Employer stated that the Workmen namely Mr. Nilkant Saperkar, Mr. Ramnath Gaude, Mr. Rohidas Gaude, Mr. Namdev Sawant and Mr. Surendra Mulgaonkar were proposed to be dismissed for commission of theft. The Employer stated that they were called by the partner, Mr. Ajay Pendharkar and Mr. Rataboli, the legal advisor of the Employer in the office of the Partner Mr. Ajay Pendharkar. The Employer stated that the said Workmen were informed by Mr. Ajay Pendharkar and Mr. Rataboli that for the reasons spelt out in the letter of dismissal, the management proposed to dismiss them from service. The Employer stated that the letters of dismissal were handed over to the concerned Workmen by Mr. Ajay Pendharkar. The Employer stated that the Workmen were also informed that apart from dismissing them from service, the management also proposes to file criminal complaint against them before the police station at Old Goa. The Employer stated that all the Workmen except Mr. Naresh Parsekar tendered apologies, offered to submit their resignation from service and pleaded that neither disciplinary action be initiated against them nor a police complaint be filed against them. The Employer stated that in view of the offer of the resignation, the management agreed with the concerned Workmen neither to file a police complaint against them nor to initiate any disciplinary action against them. The Employer stated that the concerned Workmen Mr. Nilkant Saperkar, Mr. Ramnath Gaude, Mr. Rohidas Gaude, Mr. Namdev Sawant and Mr. Surendra Mulgaonkar thereafter submitted their resignation by letters dt. 11-09-2008. The Employer stated that Workmen accepted the said resignation and letters of

acceptance of resignation dt. 11-09-2008 with payment by way of the legal dues along with the stamped receipt was sent to the respective residence on the available residential address. The Employer stated that they, were thereafter in receipt of letters all dt. 18-09-2008 from the concerned Workmen who had resigned and whose resignations were duly accepted, alleging resignation under coercion and the said letters also requested that the letter of resignation dt. 11-09-2008 may be treated as withdrawn and they may be allowed to join duties. The Employer stated that they, by their letters all dated 28-10-2008 addressed to the concerned Workmen, denied that the resignations were by way of compulsion or coercion and stated that the resignations were voluntary. The Employer stated that their resignations were accepted by the management by their letters dt. 11-09-2008 and stated that their requests for withdrawal of resignation cannot be accepted. The Employer stated that all the workers in the present reference submitted their resignation. The Employer stated that one of their co-worker namely Mr. Naresh Parsekar however did not submit his resignation and they dismissed him from service by its letter dt. 11-09-2008. The Employer stated that as regards, the resignation of the Workmen in the present reference, it is submitted that the said resignations are voluntary. The Employer submitted that the concerned Workmen admitted the claim of theft, tendered apology and also tendered resignation and requested them not to pay any police action or initiate disciplinary action. The Employer stated that after accepting the resignation of the Workmen, they did not initiate any criminal proceedings or disciplinary action against the Workmen. The Employer stated that they did not initiate any disciplinary action or any criminal proceedings against them as they were persuaded by the tendering of apology and the resignation of the Workmen. The Employer stated that the contract of service with such Workmen came to an end in the aforesaid circumstances. The Employer stated that though, the letters of resignation were not required to be accepted for the contract came to an end on the submission of resignation, they accepted the letter of resignation and communicated the acceptance of such resignation. The Employer stated that with the acceptance of resignations, the contract of employment came to an end and thus the question of withdrawal of resignation at the later stage does not arise. The Employer stated that as regards Mr. Naresh Parsekar, it is submitted that the management refrained from filing any police complaint as initiation of such complaint would have resulted into involvement of the resigned employee and the management would have been accused of

resigning/withdrawing from its commitment/ /promise not to initiate criminal complaint against employee who had resigned. The Employer stated that the management however undertakes to produce the necessary evidence before this Hon'ble Court/Tribunal to establish the charges levelled by them. The Employer stated that the management craves leave of this Hon'ble Court to even produce video recording recorded by them which clearly indicates the involvement of the Workmen in the acts of committing theft of their property. The Employer submitted that no case has been made out by the Workmen for granting any relief also for reinstatement with full back wages and continuity of services with all benefits. The Employer denied the entire pleading made by the Union being false and misleading and prayed for rejection of the claim statement of the Workmen.

6. Thereafter, the Workmen filed their Re-joinder on 20-09-2010 at Exb. 8. The Workman, by way of his re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement.

7. Based on the pleadings filed by the parties hereinabove, this Hon'ble court was pleased to frame the following issues on 16-11-2010 at Exb. 9. The said issues were up-dated 15-01-2019 at Exb. 66.

1. Whether the Workmen/Party I proves that they were continuously working for the Employer/Party II since last 12 years from their appointment till 11-09-2008?
2. Whether the Workmen/Party I proves that their signature have been forcefully obtained on the letter of resignation under threat, coercion and undue influence by the Employer?
3. Whether the Workmen/Party I proves that the method adopted and action taken by the Employer/Party II in severing the employer-employee relationship between themselves amounts to termination of services w.e.f. 11-09-2008?
4. Whether the Workmen/Party I proves that the action of the Employer/Party II in terminating the services w.e.f. 11-09-2008 is illegal and unjustified?
- 4A. Whether the Employer/Party II proves that all the Workmen committed the misconduct of theft of their products from its factory premises?

5. Whether the Employer/Party II proves that there does not exist any Industrial Dispute under I.D. Act?
6. Whether the Employer/Party II proves that the Workmen/Party I had voluntarily resigned from their services by admitting the theft?
7. Whether the Employer/Party II proves that the present order of reference is bad-in-law?
8. Whether the Workmen are entitled for any relief?
9. What Order? What Award?

8. My findings to the aforesaid issues are as under:

- (a) Issue No. 1 : In the affirmative.
- (b) Issue No. 2 : In the affirmative.
- (c) Issue No. 3 : In the affirmative.
- (d) Issue No. 4 : In the affirmative.
- (e) Issue No. 4A : In the negative.
- (f) Issue No. 5 : In the negative.
- (g) Issue No. 6 : In the negative.
- (h) Issue No. 7 : In the negative.
- (i) Issue No. 8 & 9: As per final order.

I have heard the oral arguments of Ld. Adv. Shri N. Kamat, appearing for the Workman as well as Ld. Adv. Shri. G.K. Sardessai appearing for the Employer.

9. Ld. Adv. Shri N. Kamat, representing the Workman, during the course of his oral arguments, submitted that the Workman Ramnath Gaude expired on 16-7-2012 leaving behind his widow namely Radha Ramnath Gaude. He submitted that all the Workmen were permanent workers of the Employers. He submitted that all the Workmen have worked continuously for last more than 12 years before his illegal termination of services on the false ground. He submitted that all the Workmen were pressurised and forced to sign on their letter of resignation on the false ground of theft or threat to file a criminal complaint against them so as to destroy their future by publishing their photos on the local daily newspaper and defame them. He submitted that though the Workmen were called singularly one by one, the threats were common against them to force to sign the alleged letter of resignation. He submitted that after sincere working for 12 years, all the Workmen had no reasons to resign in this manner. He submitted that the management had kept so called letter of acceptance ready however, it was sent by post. He submitted that the force applied and threats given by the Managing Director is against

the common principles of employment. That in case of resignation one months' notice has to be given. He submitted that the Employer in malafide intention so as to pressurise and threaten the Workmen to sign the alleged resignation, falsely alleged that the Workmen were involved in robbery of the company's product and that the Employer neither issued any charge-sheet nor proved the contentions. Obviously no enquiry was held. He submitted that all the Workmen had no intention to resign or leave from the job. He submitted that all the Workmen signed the alleged letter of resignation under fear created by the Employer in the presence of officials related to the company. He submitted that the Workmen were the members of the Union and that the charter of demand was under negotiation. The Employer forced the Workmen to sign the alleged letter of resignation in order to pressurise the Union to sign the Settlement as dictated by the Employer. He submitted that the alleged resignation of all the Workmen under reference is not a resignation but a forceful and arbitrary dismissal of the Workmen under the pretext of resignation. He submitted that the Employer is in the habit of harassing the Workmen by one way or the other and that during ongoing discussions of the previous settlement, the committee members were terminated from the services and thereafter were reinstated with full back wages and continuity of services. He submitted that the Workmen Shri Ramnath Gaude expired leaving behind his Widow Radha Gaude. He submitted that the Workman Shri Surendra Mulgaonkar was unemployed from the date of his termination till 21-09-2011 and subsequently on 22-09-2011 he got Government Service. He submitted that (except Ramnath Gaude who has expired) all other Workmen are unemployed and have no source of income and has to maintain their family in support of his oral contention relied upon judgment. In support of his oral contention, he relied upon a judgment of Hon'ble Supreme Court of India, in the case of **D.K. Yadav v/s. J. M. A. Industries Ltd., reported in (1993) 3 SCC 259**. He therefore submitted that the Award be passed directing the Employer to reinstate the Workmen in their services along with full back wages and other consequential benefits.

10. Per contra, Ld. Adv. Shri G.K. Sardessai, representing the Employer, during the course of his oral arguments submitted that admittedly all the Workmen were in the employment of the Employer since 01-12-1998 till the date of their resignation from their service w.e.f. 11-09-2008. He submitted that the management proposed to dismiss all the Workmen for their act of misconduct of theft. He submitted that the act of misconduct committed by the

Workmen under reference are nothing but theft or dishonesty in connection with the Employer property on repeated basis causing financial losses to their company. He submitted that their proven offence on repeated basis is very serious and grave and there are no extenuating circumstances and it warrants extreme punishment of dismissal without notice from services of the company. He submitted that after noticing the misconduct theft of all the Workmen, the management called all the Workmen under reference and proposed to dismiss them from their services for their act of misconduct of theft and that Police complaint would be filed against them besides disciplinary action. He submitted that except Shri Naresh Parsekar, all the Workmen under reference gave their letter of resignation which the management accepted and relieved the Workmen from their services. He submitted that the resignation letters given by the Workmen have been accepted by the management and they were also informed. He submitted that the resignation given by the Workmen under reference is voluntarily and cannot be taken as being forceful coercive and under threat. He submitted that the claim statement have been filed by the office bearer of the Union but none of the office bearer has stepped into the witness box nor authorize to file the claim statement. In support of his oral submissions, he relied upon the following judgments of Supreme Court of India:

- a) In the case of **Shri Shankar Chakravarti V/s. Britannia Biscuit Co. Ltd. and Anr. reported in (1979) 3 Supreme Court Cases 371.**
- b) In the case of **Rajasthan State Road Transport Corporation and Anr. V/s Bajrang Lal reported in (2014) 4 Supreme Court Cases 693.**
- c) In the case of **M/s. Indian Tourism Development Corporation, New Delhi V/s. Delhi Administration, Delhi and Ors. reported in 1982 LAB. I. C. 1309 of Delhi High Court.**
- d) In the case of **Mahindra and Mahindra Ltd. V/s. Vijay Damodar Mehta and Ors. reported in 2003 1 CLR 998 of Hon'ble High Court of Bombay.**
- e) In the case of **K. Haridas L. Shenoy V/s. Jhonson and Jhonson Ltd. and Ors. reported in 2005 1 CLR 476 of Hon'ble High Court of Bombay.**
- f) In the case of **Bandha Nav Bharat Shikshan Prasarak Mandal and Ors. V/s. raghunath Ganesh Manorikar and Ors. reported in 1992 II CLR 956 of Hon'ble High Court of Bombay.**

- g) In the case of **Laffans India (Pvt.) Ltd. V/s Pancham Singh Rawat and Anr. reported in 2003 (I) LLN 84 of Hon'ble High Court of Bombay.**

I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me and I am of the opinion as under:

11. *Issue No. 1* : The Party-I, in its para 2 of its claim statement, stated that the party-I were employed for last more than 12 years. The Employer, in its written statement filed in the present proceedings, stated that with reference to para 1 to 4 of the claim statement it is denied that due to adamant attitude of the Employer the matter ended in failure as alleged. However, rest of the contents of the said paragraph is substantially correct. Further, Shri Ajay Pendharkar, the partner of the Employer Company, in his cross examination clearly admitted that all the Workmen under reference including one Shri Naresh Parsekar were permanent worker of the Employer and that all the Workmen under reference were working for more than 10 years with the Employer and that it could be possible that all the Workmen under reference were working for more than 12 years with the Employer. He further admits that all the Workmen under reference were working with the Employer continuously from the date of their appointment till their alleged resignation from their services. In view of the admissions by the Employer it is held that, the Workmen proved that they were continuously working for the Employer since last 12 years from their appointment till 11-09-2008. The Issue No. 1 is therefore, answered in the affirmative.

12. *Issue No. 2, 3, 4 and 4A*: I am deciding the issue No. 2, 3, 4 and 4A simultaneously as the said issues of No. 2, 3, 4 and 4A are co-related to each other. To prove their case, the Party-I examined themselves (except the deceased workman Shri Ramnath Gaude). The affidavit-in-evidence filed by the Workmen under reference are more or less same.

13. The first witness of the party-I, Shri Nilkant Saperkar, in para 4 of his affidavit in evidence, deposed that on 11-9-2008 the Managing Director and other officers of the Company called him and Co-Workmen's Shri Ramnath Gaude, Shri Rohidas Gaude, Shri Namdev Sawant, Shri Surendra Mulgaonkar and Shri Naresh Parsekar one by one and that the Employer forced us to sign on the letter of resignation from the services of the Employers on the false grounds of theft except said Naresh Parsekar we all sign the alleged letter of resignation. He deposed that he was pressurized and forced to sign the alleged letter of resignation by the Employer with the threat that criminal complaint would be

lodged against him and that the Employer also threatened him by stating that they will destroy my future by publishing the photos on the Local Daily Newspaper and defame me. He deposed that they were called singularly, one by one, with common threat by the Employer with in order to sign the alleged letter of resignation and that the Employer did not succeed in obtaining the letter of resignation of the said Mr. Naresh Parsekar and as such the Employer dismissed said Mr. Naresh Parsekar from service on the same day i.e. 11-9-2008. In his cross examination, Mr. Saperkar deposed that the management of the Employer factory had called us one by one and that called all the persons named in the present reference along with one Mr. Naresh Parsekar were called by Management of the Employer and besides the aforesaid person nobody was called by the management of the Employer and that at the relevant time there were around 50-54 Workperson with the Employer Company. He deposed that all the said workers of the Employer Company were members of the Union namely Bharatiya Mazdoor Sangh. He deposed that while he was going to the P.O.s cabin he was told by the security to go in the chamber of Mr. Ajay Pendharkar, the partner of the Employer and that when he entered in the Chamber of the Partner of the Employer Company Mr. Ajay Pendharkar, he along with one Mr. Rataboli, Mr. Mangirish Raikar, five Security Guards and one Reporter with camera and the Personnel Officer Shri Ramchandra Shirgaonkar were present. He deposed that he was told to sit on the chair though he refused to sit and he insisted as to why he been called. He deposed that at the relevant time, one Mr. Rataboli informed him that it has come to their knowledge that he is regularly taking away Turmeric cream/paste one of their Employer Company and that he asked Mr. Rataboli on what basis you were making the aforesaid allegations against him and in the event you could prove it he will admit the same. He deposed that thereafter Mr. Rataboli informed him that one of the worker of the Employer factory told them about the fact of Turmeric cream/paste of the Employer Company and that he insisted for disclosing the name of the worker however, he did not. He deposed that thereafter, the said Mr. Rataboli gave me two options either to resign from the service or they will lodge a police complaint against him having committed theft of goods belonging to the Employer Company and publish the said news in the newspaper with the help of reporter sitting in the chamber and that Mr. Ajay Pendharkar, the partner of the Employer Company repeatedly informed him that he will call the police on telephone and get it arrested me. The aforesaid statement made in cross

examination of Mr. Nilkant Saperkar has not been denied by the Ld. Advocate for the Employer. The Employer also did not examine Mr. Rataboli though his name was listed in the list of documents.

14. Upon perusal a letter of dismissal dated 11-09-2008 at Exb. 59 and 60-colly indicates that the allegations levelled against the Workmen that since long they have been committed theft of company's property namely turmeric tubes and Vajradanti powder on almost regular basis and sometimes inconvenience with others and that many a times they were seen taking away the product of the company from the workplace, but before they could be caught red handed they were somehow hiding the material and that in his connection they were questioned in few occasions. The said letter further alleged that they were found red handed robbing the company's property quite a few times such as, on 06-08-2008 at 7.44 a.m. they removed turmeric tubes of 30 gms. from the unfinished inner box from the pecking line II and took them away and that they immediately came back and once again took more turmeric tubes and went away. The letter further alleged that on 08-08-2008 at 7.38 a.m. they sent Mr. Paresh Phadte a casual employee to remove inner box containing turmeric tubes of 30 gms. each and directed him to go towards powder line side and that throughout the operation they were shielding. The said letter finally alleged that on 9-08-2008 at 7.38 a.m. they removed some turmeric tubes of 30 gms. each from an unfinished inner box lying on the pecking table on turmeric line II and went towards paste machine side. The Employer therefore by the said letter alleged that the aforesaid act committed by them are nothing but theft or dishonesty in connection with Employers property on repeated basis causing financial losses to the company and that their proven offence on repeated basis is very serious and grave and there are not extenuating circumstances in their case and it warrants and extreme punishment of dismissal without notice from the services of the Employer as no other punishment will meet the ends of justice and accordingly they have been dismissed without notice from the services of the company with immediate effect.

15. The first witness of the Employer Mr. Ajay Pendharkar, in his oral evidence on record indicates that the management of the Employer proposed to dismiss all the Workmen under reference including Mr. Naresh Parsekar for committing theft in company's premises and that all the Workmen under reference were informed by him and Mr. Rataboli that for the reasons spelt out in the letter of dismissal, the management proposed to dismiss them from the service. The first witness of the Employer further

deposed that the letters of dismissal were handed over to the concerned Workmen by him and they were also informed that apart from dismissing them from services the management also proposes to file criminal complaint against them before the police station at Old Goa. In cross examination, the first witness of the Employer deposed that no show cause notice was given to the Workmen under reference as it was not required. He further deposed that no such letter of dismissal from service were issued to any of the Workmen under reference and that the letters of dismissal of service were in fact prepared and shown to all the Workmen under reference as a part of legal action to be taken against them and that as all the Workmen under reference tendered the resignation, there is no question of issuing that any such letter of dismissal from service. He admits that the management of the Employer had already taken its decision to dismiss all the Workmen under reference prior to the preparation of letter of dismissal at Exb. 59 and Exb. 60-colly. He deposed that the management had taken its decision not only to dismiss all the Workmen under reference but also take necessary legal action against them and that by legal action I mean police complaint and any other further necessary action in terms of law. He deposed that all the Workmen under reference were in fact practically handed over the said letters of dismissal at Exb. w-4, Exb. 59 and Exb. 60-colly at the relevant time in his cabin and told them about the legal action to be taken against them. He deposed that it is not mentioned in his affidavit in evidence about clearly showing the Workmen the said letters of dismissal. He deposed that he do not know if by handing over the said letters of dismissal to all the Workmen under reference, it means that the Employer had issued the said letter of dismissal to them. He admits that in the dismissal letter at Exb. 60-colly, it has been mentioned that the dismissal shall come into effect with immediate effect. He deposed that the letter at Exb. 60-colly are not draft letters but it is final letter. He deposed that at the time of termination of services of Workmen, no option of resignation were given to them. He deposed that the resignation letter of the Workmen at Exb. 55-colly were issued to the Employer individually as and when they were called in the Chamber of M.D. on 11-09-2008. He deposed that he accepted the said resignation at Exb. 55-colly on the same day. He admits that as he accepted the letters of resignation of the Workmen at Exb. 66-colly, he do not feel requires to issue the letters at Exb. 60-colly. He deposed that he has not pleaded in its written statement filed in the present proceedings nor stated in his affidavit in evidence that in view of the resignation of the Workmen at Exb. 55-colly, it

does not required to issue the letters of dismissal at Exb. 60-colly. He deposed that at no point of time, the Employer could catch the Workmen under reference red handed while allegedly taking away its material. He deposed that he do not have any footage/ /transcript to show that all the six Workmen were taking away the goods of the Employer out of the factory premises. However he does possess the transcript/footage showing all the six Workmen were lifting and hiding the goods in the factory premises of the Employer. He admits that in the course of his occasional observation of live feed as also of recorded footage, he has not noticed any incident of theft until August, 2018. He deposed that the security personnel could not catch the six Workmen with theft of goods belonging to the Employer at any point of time. He deposed that all the Workmen used to throw out the material belonging to the Employer out of the window so that nobody can catch them. He deposed that he could not specify as to who out of the six Workmen were allegedly throwing out the goods belonging to the Employer and calling other person. He deposed that he did not mention in his affidavit-in-evidence that the Workmen under reference were throwing out the goods belonging to the Employer out of the window and that he did not mention about suspicious persons would be called in, in his affidavit-in-evidence. He deposed that at no point of time, he has personally caught the Workmen under reference red handed allegedly committing thefts of the goods of the Employer Company or taking them out of the factory premises. He admits that by the said document at Exb. 60-colly, the Employer has taken only ground of theft of the Employers property/goods by the Workmen under reference. He admits that the dismissal of Workmen under reference were solely on account of alleged theft of goods of the Employer. He admits that immediately after delivery, the said letter of resignation by the Workmen at Exb. 26, Exb. 39, Exb. 45-colly and Exb. W/5, the Employer accepted the said resignation on the same day by letters at Exb.52-colly along with cheques of settlement of dues along with stamp receipts. He admits that all the Workmen under reference had returned their letter withdrawing alleged letters of resignation at Exb. 26, Exb. 39, Exb. 45-colly and Exb. W/5 after 8 days. He admits that none of the Workmen under reference had encashed the cheques issued to them along with letter of acceptance of resignation at Exb. 52-colly nor issued the stamp receipts. He deposed that the Employer had not produced on record any evidence in support of its statement made in its aforesaid letter at Exb. 60-colly that the workers were committing thefts on regular basis. He deposed that he does not possess anything in writing from the

Workmen under reference in support of para 10 & 15 of his affidavit-in-evidence as regards admissions of theft and tendering of apology. He admits that the workers of the Employer are having their Union and that the said Union used to raise the charter of demand on behalf of the Workmen. He admits that the Employer had terminated the services of its workman Shri Surendra Murgaonkar pending the charter of demand and that the said Murgaonkar was reinstated in service. He admits that the Employer has not produced any evidence in support of his statement made in the aforesaid letters stating that the workers were committing thefts on regular basis and that he do not possesses any such evidence in support of his said statement. He admits that there is no Footage in the said CD at Exb. 53 nor he has made any statement in his Affidavit-in-Evidence to that effect. He admits that at no point of time the Employer could called the Workmen under reference red handed while allegedly taking away its material. He admits that there is no Footage in the said CD at Exb. 53 nor he has made any statement in his Affidavit-in-Evidence that the Employers Products were taken out of the factory premises or shown to be taken out of the factory premises. He admits that at no point of time the Employer could called the Workmen under reference red handed while allegedly taking away its material. He deposed that at any time his security personnel could not catch of six Workmen with theft goods belonging to the Employers Company. He deposed that at no point of time he has personal record the Workmen under reference allegedly while committing thefts of goods of Employer Company or actually taking them out of the factory premises. He deposed that he do not possess anything in writing from the Workmen under reference in support of para 10 and 15 of his Affidavit-in-Evidence as regards the admission of theft and tendering of apology. Thus, the testimony of Mr. Ajay Pendharkar has been shaken.

16. The second witness of the Employer Shri Noel Ataide in his oral evidence record stated that he is the proprietor of extra-eye located at Porvorim which deals in installing CCTV Cameras, etc. He deposed that he has installed such six CCTV Cameras in the factory at the manufacturing areas and two CCTV Cameras outside the manufacturing area of the Employer Company in the month of April, 2007 and that he used to do general checkup of CCTV Cameras regularly. He deposed that on 21-08-2008 Mr. Ajay Pendharkar called him and that on 22-08-2008 in the evening he visited the factory and on the request of Mr. Ajay Pendharkar he downloaded the recording on the compact disc (CD) from the CCTV Cameras. He deposed that he had the copy of the recordings of

all the clipping downloaded from the CCTV Camera and it is available on his computer and that he had made four CD copies of the clippings downloaded by him and that the three CD's were handed over to Mr. Ajay Pendharkar and one CD retained by him. In his cross-examination, Mr. Noel Ataide admits that he had downloaded the clips of the video footages and that the clips were encrypted. He deposed that for downloading the all said clippings he has utilized the DVR in the computer of the Director of Employer in his cabin and the CD's were made at the same time. He deposed that he has not seen any footage of the Workmen taking away the companies product out of the Employer factory and that he is not aware as to where the Workmen were taking away the products of the Company and that he is not aware if the Workmen were taking away the products under instructions of any authority. He deposed that he is not aware if the Workmen under reference were carrying the employers product and what were the contents of the said box and if there was anything of the said box. He admits his statements made in para 14 that he had a copy of the recordings of all the clippings downloaded from the CCTV Camera and it is available on his computer. He deposed that he had signed on all the four CD's downloaded and showing the document at Exb. 53 i.e. a DVD is the 5th copy that was downloaded at the relevant time. He deposed that he might have downloaded five copies of DVD at the relevant time. He admits that he has made statement in Affidavit-in-Evidence to that effect that "Workmen taking away Companies Product thefts, "Workmen who were carrying Product", on the basis of information given by Mr. Ajay Pendharkar and not on his personal knowledge. The every clipping downloaded at Exb. 53 shows that Workmen taking away Employers Products. He deposed that "By the products used in his para 13 of his Affidavit-in-Evidence it means sealed boxes. He deposed that he is not certain whether sealed boxes contained the Employers Product or empty boxes and that considering that they were sealed boxes he is not aware what products were contained in the boxes or whether the boxes contained any products. Thus, the testimony of Mr. Noel Ataide has been shaken.

17. Thus, the aforesaid evidence on record clearly indicates that the Employer had decided to terminate the Workmen under reference alleging on account of theft & therefore prepared and handed over letters of dismissal to the Workmen. The Employer also called Mr. Rataboli, the legal advisor, Mr. Manguirish Raikar, five security guards, one reporter with camera and Personnel Officer Shri Ramchandra Shirgaonkar. Mr. Rataboli, thereafter gave threats to the Workmen

under reference either to give resignation or they will dismiss them and also file criminal proceedings and published their photos in the Local Newspaper apart from holding disciplinary proceedings. Thus, the Workmen under reference sign the resignation letters under threat, coercion and undue influence and immediately accepted by the Employer. Thus, the aforesaid evidence on record the Workmen under reference proves that their signature have been forcefully obtained on the letter of resignation under threat, coercion and undue influence by the Employer. The aforesaid evidence of record proves that the method adopted and action taken by the Employer in severing the Employer Employee relationship between themselves amounts to termination of services w.e.f. 11-09-2008. The Issue No. 2 and 3 therefore, answered in the affirmative.

18. Thus, the evidence of records clearly indicates that the Workmen under reference were in the employment of the Employer. The Workman under reference never caught red handed either by the security personnel or by the Employer or there is no evidence to show that CCTV footage/transcript to show that all the six Workmen under reference were taking the goods of the Employer factory, but they were issued dismissal letters at Exb. 59 & Exb. 60-colly alleging that they were regularly committing theft and that they caught red handed while robbing the Companies product. Ld. Adv. Shri G. K. Sardesai representing the Employer had relied upon certain decisions of the Hon'ble Apex Court as well as the Hon'ble High Court of Bombay are not applicable to the case in hand in view of the admissions by Mr. Ajay Pendharkar and Mr. Noel Ataide. Thus, the above evidence on records clearly indicates that the Employer failed to prove that all the Workmen under reference committed the misconduct of theft of their products. The Issue No. 4A is therefore, answered in the negative.

19. In the case of **D. K. Yadav (Supra)**, the Hon'ble Apex Court held that "*the Application of the principles of natural justice that no man should be condemned unheard intends to prevent the authority from acting arbitrarily affecting the rights of the concerned person. No decision must be taken which will affect the right of any person without his/her right being informed of the case and giving him/her an opportunity of putting forward his/her case. An order involving civil consequences must be made consistently with the rules of natural justice. 'Civil consequences' covers infraction of not merely property or personal right but civil liberties, material deprivations and non-pecuniary damages. In its comprehensive connotation everything that affects a citizen in his civil life inflicts a civil consequence. Civil rights have been defined to be such as belonging to*

every citizen of the State or Country ... they include ... rights capable of being enforced or redressed in a civil action Even an administrative order which involves civil consequences must be made consistently with the rules of natural justice".

20. The principle laid down by the Hon'ble Apex Court is applicable to the case in hand. In the case in hand, all the Workmen under reference were permanent workers of the Employer. The Employer has terminated the services of the Workmen under reference thereby violating the principles of natural justice without issuing any show cause notice/charge-sheet or held enquiry. Thus, the action of the Employer in terminating the services of the Workmen under reference with effect from 11-09-2008 is in violation of the principles of natural justice and therefore it is illegal and unjustified. It is therefore, held that the Workmen proves that the action of the Employer in terminating their services with effect from 11-09-2008 is illegal and unjustified. The Issue No. 4 is therefore answered in the affirmative.

21. Issue No. 5 & 7: While deciding the Issue No. 2 hereinabove, I have discussed and come to the conclusion and held that the signature of the Workmen under reference have been forcefully obtained on the letter of resignation under threat, coercion and undue influence. Similarly, while deciding the issue No. 3, I have discussed and come to the conclusion that the Workmen proved that the method adopted and action taken by the Employer in severing the Employer/employee relation between themselves amounts to termination of services w.e.f. 11-09-2008. Similarly while deciding the Issue No. 4, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workmen w.e.f. 11-09-2008 is illegal and unjustified.

22. The term "Industrial disputes" has been defined under Section 2 (K) of the I.D. Act, 1947 and reads as under "Industrial dispute" means any dispute or difference between Employers and employees, or between Employers and Workmen, or between Workmen and Workmen, which is connected with the Employment or non-employment or the terms of employment or with the conditions of labour, or any person.

23. Thus, it appears from the dispute raised by the Workmen under reference against the Employer pertaining to their non-employment and hence it is held that the Employer failed to prove that there does not exist any "industrial dispute" under the I.D. Act. Similarly the Employer failed to prove that the present order of reference is bad in law. The issue No. 5 & 7 are therefore answered in the negative.

24. *Issue No. 8:* While deciding the Issue No. 1 hereinabove, this Hon'ble Court discussed and come to the conclusion that the Workmen under reference were permanent Workmen and they were continuously working for the Employer from the date of their appointment. While deciding the Issue No. 3 hereinabove discussed and come to the conclusion that the method adopted and action taken by the Employer in severing the Employer employee relationship between themselves amounts to termination of services w.e.f. 11-9-2008. Similarly while deciding the Issue No. 4 hereinabove this Hon'ble Court discussed and come to the conclusion that the action of the Employer in terminating the services w.e.f. 11-09-2008 is illegal and unjustified.

In the case of **D. K. Yadav (Supra), the Hon'ble Apex Court in para 14 to 16 held as under:**

14. It is thus well settled law that right to life enshrined under Article 21 of the Constitution would include right to livelihood. The order of termination of the service of an employee/workman visits with civil consequences of jeopardising not only his/her livelihood but also career and livelihood of dependents. Therefore, before taking any action putting an end to the tenure of an employee/workman fair play requires that a reasonable opportunity to put forth his case is given and domestic inquiry conducted complying with the principles of natural justice. In *D.T.C v/s D.T.C. Mazdoor Congress* 16 the Constitution Bench, per majority, held that termination of the service of a Workman giving one month's notice or pay in lieu thereof without inquiry offended Article 14. The order terminating the service of the employees was set aside.

15. In this case admittedly no opportunity was given to the appellant and no inquiry was held. The appellant's plea put forth at the earliest was that despite his reporting to duty on December 3, 1980 and on all subsequent days and readiness to join duty he was prevented from reporting to duty, nor was he permitted to sign the attendance register. The Tribunal did not record any conclusive finding in his behalf. It concluded that the management had power under Clause 13 of the Certified Standing Orders to terminate with the service of the appellant. Therefore we hold that the principles of natural justice must be read into the Standing Order No. 13(2) (iv). Otherwise it would become arbitrary, unjust and unfair violating Article 14. When so read the impugned action is violative of the principles of natural justice.

16. This conclusion leads to us the question as to what relief the appellant is entitled to. The management did not conduct any domestic inquiry

nor gave the appellant any opportunity to put forth his case. Equally the appellant is to blame himself for the impugned action. Under those circumstances 50 per cent of the back wages would meet the ends of justice. The appeal is accordingly allowed. The award of the Labour Court is set aside and the letter dated December 12, 1980 of the management is quashed. There shall be direction to the respondent to reinstate the appellant forthwith and pay him back wages within a period of three months from the date of the receipt of this order. The appeal is allowed accordingly. The parties would bear their own costs.

25. The principle laid down by the Hon'ble Apex Court in its aforesaid judgment is applicable to the case in hand. In the case in hand, though the Workmen under reference were permanent workers of the Employer company, they were issued dismissal letter without issuing show cause notice/charge-sheet or held any inquiry into the allegations of theft thereby violating the principles of natural justice. While deciding the Issue No. 4, I have discussed and come to the conclusion that the action of the Employer in terminating the services w.e.f. 11-09-2008 is illegal and unjustified. All the Workmen under reference were having clean past records. The Workmen namely Shri Nilkant Saperkar, Namdev Sawant and Rohidas Gaude are still unemployed. The Workmen namely Shri Nilkant Saperkar, Namdev Sawant and Rohidas Gaude are therefore entitled for reinstatement in service alongwith 50% back wages, continuity in service and consequential benefits thereof. The Workmen Shri Surendra Mulgaonkar was unemployed till 21-09-2011 and thereafter on 22-09-2011 he got Government Service. The Workmen Shri Surendra Mulgaonkar is therefore entitled for 50% of back wages with consequential benefits from the date of his termination i.e. 11-09-2008 till the date of his unemployment i.e. 21-09-2011.

26. The evidence on record indicates that the deceased Workman late Shri Ramnath Gaude joined in the Employer Company in the year 01-01-2000. The legal heirs of the deceased Workman Shri Ramnath Gaude, are therefore entitled to monetary compensation amounting to unpaid wages and consequential benefits thereof from the date of termination 11-09-2008 till the date of his death i.e. on 16-07-2012.

In view of the above, I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Vicco Laboratories Limited, Corlim, in severing the Employer-Employee relationship between the five Workmen,

namely (1) Shri Nilkant Saperkar, (2) Shri Ramnath Gaude (3) Shri Rohidas Gaude (4) Shri Namdev Sawant and (5) Shri Surendra Mulgaonkar and the Employer M/s. Vicco Laboratories Limited, Corlim, amounts to termination of services of the Workmen with effect from 11-09-2008. It is further held that such termination is illegal and unjustified.

2. It is held that the management of M/s. Vicco Laboratories Ltd., Corlim, Tiswadi, Goa is hereby directed to reinstate in service the Workmen namely Shri Nilkant Saperkar, Namdev Sawant and Rohidas Gaude alongwith 50% back wages, continuity in service and consequential benefits thereof. Similarly, it is held that the management of M/s. Vicco Laboratories Ltd., Corlim, Tiswadi, Goa is hereby directed to pay to the Workmen Shri Surendra Mulgaonkar 50% of back wages with consequential benefits from the date of his termination i.e. 11-09-2008 till the date of his unemployment i.e. 21-09-2011 and that the legal heirs of the deceased Workman Shri Ramnath Gaude, be paid monetary compensation amounting to unpaid wages and consequential benefits from the date of termination 11-09-2008 till the date of his death i.e. on 16-07-2012.

No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Department of Personnel

Order

No. 6/5/2023-PER/229

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officers of Goa Civil Service, in public interest, with immediate effect:

Sr. No.	Name and present posting of the Officer	Posted as
1	2	3
1.	Shri Gurudas S. T. Desai, State Registrar-cum-Head of Notary Services with additional charge of	Director of Civil Aviation with additional charge of Managing Director,

1	2	3
	Managing Director, Goa Human Resource Development Corporation	Goa Human Resource Development Corporation.
2.	Shri Amir Yeshwant Parab, awaiting posting	State Registrar-cum-Head of Notary Services.
3.	Shri Sachin Desai, Director, Goa State Forensic Science Laboratory with additional charge of Chief Officer, Bicholim Municipal Council (under transfer)	Director, Environment with additional charge of Member Secretary, Goa Coastal Zone Management Authority.
4.	Shri Johnson B. Fernandes, Director, Environment with additional charge of Member Secretary, Goa Coastal Zone Management Authority	Chief Executive Officer, Khadi and Village Industries Board.

Shri Amir Yeshwant Parab shall continue to hold the charge of Under Secretary, Law (Estt.) in addition to his own duties, until further orders.

Shri Ashutosh Apte, Director (Admn.), PWD, shall hold the charge of Director, Goa State Forensic Science Laboratory in addition to his own duties.

The officer appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

The officers shall complete handing over and taking over process immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim, 21st January, 2025.

Order

No. 15/23/2023-PER/230

On the recommendation of Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers in the cadre of Block Development Officer, in public interest, with immediate effect:

Sr. No.	Name and present posting of the Officer	Posted as
1	2	3
1.	Shri Anil L. Dhumaskar, BDO-I, Directorate of Panchayats, North (HQ)	BDO, Tiswadi.
2.	Shri Pretesh Babu Shetye, BDO, Tiswadi	BDO-I, Directorate of Panchayats, North (HQ).

The officers shall complete handing over and taking over process immediately and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).
Porvorim, 21st January, 2025.

Department of Revenue

Order

No. 35/2/2013-RD/1503

In exercise of the powers conferred by Section 9A of the Indian Stamp Act, 1899 (Act No. 2 of 1899), as in force in the State of Goa, the Government of Goa hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa") to pay consolidated stamp duty of Rs. 1,95,000/- (Rupees one lakh ninety five thousand only), in lieu of payment of duty by affixing revenue stamp on the receipts issued by its offices in the State of Goa towards payment of premium on life insurance policies which has been paid vide Cheque No. 000761 dated 13-12-2024 and various other payments made to external and internal customers, viz., staff, agents and contractors, etc., (hereinafter referred to as the "said receipts") with effect from 1st January, 2025 to 31st December, 2025, subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the said receipts issued during the above mentioned period falls short of the stamp duty consolidated herein and paid to the Government, the excess consolidated stamp duty shall not be refunded.
- (b) In case the stamp duty chargeable on the said receipts issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall be paid to the Government Treasury by the LIC Goa latest by the first week of January, 2026.

- (c) A detailed report of the total stamp duty payable on the said receipts issued by the offices of the LIC Goa, in the State of Goa, shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa, on or before 31-12-2025.

By order and in the name of the Governor of Goa.

Vrushika Kauthankar, Under Secretary (Revenue-I).
Porvorim, 21st January, 2025.

Order

No. 35/11/01/2021-RD-I/1528

Read: Order No. 35/11/01/2021-RD-I dated 30-09-2024.

The Government of Goa is hereby pleased to constitute a Committee to determine, analyze and revise the circle rates and built up rates of properties. The Committee shall be in force for a period of two years and shall meet quarterly once to review the progress.

The composition of the committee shall consist of following members:

- | | |
|--|---------------------|
| 1. Secretary, Revenue | — Chairman. |
| 2. Collector, North | — Member. |
| 3. Collector, South | — Member. |
| 4. Director of Settlement & Land Records | — Member. |
| 5. State Registrar, Registration Department | — Member. |
| 6. The Chief Town Planner | — Member. |
| 7. Principal Chief Engineer, Public Works Department | — Member. |
| 8. Director of Panchayats | — Member. |
| 9. Director of Municipal Administration | — Member. |
| 10. One nominated member of CREDAI | — Member. |
| 11. One nominated member of Goa Valuers Association | — Member. |
| 12. One nominated member of Goa Chamber of Commerce & Industry | — Member. |
| 13. Addl./Jt. Secretary (Revenue) | — Member Secretary. |
| 14. Special invitees as nominated by Chairman. | |
| 15. Any other person having expertise in the subject. | |

Terms of reference:-

1. Carry out the analysis of the current market trends/rate and propose the revised circle rate for land.
2. Suggest the mechanism for periodical revision of rates.
3. Suggest ways to improve the revenue mobilization/collection of State Government.
4. Suggestions on how to carry out ease of doing business in Registration Department.
5. Suggest guidelines/formulas for calculations of rates for land building etc. of different kind (ready reckoner).

This Order shall come into force on the date of its publication in the Official Gazette and is in supersession to the Order read at preamble.

By order and in the name of the Governor of Goa.

Vrushika Kauthankar, Under Secretary (Revenue-I).

Porvorim, 27th January, 2025.

Order

No. 35/11/01/2021-RD-I/1527

Read: Order No. 35/11/01/2021-RD-I dated 30-09-2024.

The Government of Goa is hereby pleased to constitute a Sub-Committee to assist the Committee read in the preamble in studying various land parameters for determination of circle rate and built up rate. The Sub-Committee shall be in force for a period of two years and shall meet on a bi monthly basis.

The composition of the Sub-Committee shall consist of following members:

- | | |
|--|---------------------|
| i. Joint Secretary (Revenue) | — Chairman. |
| ii. Dy. Collector, Revenue for North | — Member. |
| iii. Dy. Collector, Revenue for South | — Member. |
| iv. Town Planner, TCP | — Member. |
| v. One representative of DSLR | — Member. |
| vi. One member of CREDAI | — Member. |
| vii. District Registrar (North), Registration Department | — Member Secretary. |
| viii. One member of Goa Chamber of Commerce | — Member. |

ix. One member of Institution — Member. of Valuers

x. Special invitees as nominated by Chairman — Member.

Terms of reference:-

1. Carry out the analysis of the current market trends/rate and propose the circle rate for land.
2. Suggest the mechanism for periodical revision of rates.
3. Suggest ways to improve the revenue mobilization/collection of State Government.
4. Suggestions on how to carry out ease of doing business in Registration Department.
5. Suggest guidelines/formulas for calculations of rates for land building etc. of different kind (ready reckoner).

This Order shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Vrushika Kauthankar, Under Secretary (Revenue-I).

Porvorim, 27th January, 2025.

Department of Water Resources**Notification (01)**

No. 67-3/CE/CPO/WRD/M.I Census/2024-25/376

Consequent upon the decision of the Government of India, Ministry of Jal Shakti, New Delhi to conduct 7th Minor Irrigation Census, 2nd Census of Water Bodies, 1st Census of Major and Medium Irrigation Projects and 1st Census of Springs in the country (with respect to reference year 2022-23), the Government of Goa is pleased to constitute a State Level Steering Committee (SLSC) comprising of following members for the smooth and efficient conduct of the same in this State.

- | | |
|---|-------------|
| 1) The Secretary (Water Resources), Government of Goa | — Chairman. |
| 2) The Director of Planning, Statistics & Evaluation, Government of Goa, Porvorim-Goa | — Member. |
| 3) Representative from Central Water Commission (CWC), Bengaluru | — Member. |

- 4) The Director, Rural Development, — Member.
Government of Goa, Panaji-Goa
- 5) The Director, Directorate of — Member.
Panchayats, Government of Goa,
Panaji-Goa
- 6) Representative from State — Member.
Revenue Department,
Government of Goa,
Porvorim-Goa
- 7) The Joint Director, NSSO (FOD), — Member.
Regional Office, Porvorim-Goa
- 8) The Chief Engineer (Water — Census
Resources), Government of Goa Commi-
ssioner/
/Member
Secretary.

The Committee shall be responsible for looking into all aspects related to the smooth and efficient conduct of the 7th Minor Irrigation Census, 2nd Census of Water Bodies, 1st Census of Major and Medium Irrigation Projects and 1st Census of Springs and the Committee shall meet at least once in three months during the tenure of the census.

This is issued with the approval of the Government vide U.O. No. 4480/F dated 26-09-2024.

By order and in the name of the Governor of Goa.

P. B. Badami, Chief Engineer (WR) & ex officio Addl. Secretary.

Porvorim, 21st January, 2025.

Notification (03)

No. 67-3/CE/CPO/WRD/M.I Census/2024-25/375

The Government is pleased to appoint the following officers for effective and smooth conduct of 7th Minor Irrigation Census, 2nd Census of Water Bodies, 1st Census of Major and Medium Irrigation Projects and 1st Census of Springs (with reference year 2022-23) which is being conducted in the State of Goa from the year 2024-25.

1. The Chief Engineer, WRD, — M. I. Census
Government of Goa, Porvorim Commissioner.
2. The Surveyor of Works- — North Goa
-Circle-I, WRD, Porvorim, District Level
Goa Officer.
3. The Surveyor of Works-CPO, — South Goa
WRD, Porvorim-Goa District Level
Officer.

4. Block Development Officers — Block Level
(BDO) Officers.

- | | |
|-------------|----------------|
| 1. Pernem | 7. Dharbandora |
| 2. Bardez | 8. Sanguem |
| 3. Bicholim | 9. Quepem |
| 4. Sattari | 10. Salcete |
| 5. Tiswadi | 11. Cancona |
| 6. Ponda | 12. Mormugao |

Duties and responsibilities:-

1. The Census Commissioner will be the overall incharge for the conduct of the census in Goa State.
2. District Level Officers-North Goa and South Goa will have overall charge of respective districts. They will also be responsible for overall monitoring of the census work in their respective districts.
3. Block Development Officers (BDO) will be responsible for appointing and allocating the duties to the enumerators for their respective talukas.

This is issued with the approval of the Government vide U. O No. 4480 dated 26-09-2024.

By order and in the name of the Governor of Goa.

P. B. Badami, Chief Engineer (WR) & ex officio Addl. Secretary.

Porvorim, 21st January, 2025.

Notification (02)

No. 67-3/CE/CPO/WRD/M.I Census/2024-25/377

Consequent upon the decision of the Government of India, Ministry of Jal Shakti, New Delhi to conduct 7th Minor Irrigation Census, 2nd Census of Water Bodies, 1st Census of Major and Medium Irrigation Projects and 1st Census of Springs in the country (with respect to reference year 2022-23), the Government of Goa is pleased to constitute a State Level Technical Sub-committee (SLTSC) comprising of following members for the smooth and efficient conduct of the same in this State.

1. The Chief Engineer, Central — Chairman.
Water Commission, Regional
Office, Bengaluru
2. The Regional Director/ — Member.
/Nominated Representative,
Central Ground Water Board,
Bengaluru

3. The Director, The Directorate — Member.
of Planning, Statistics and
Evaluation, Government of
Goa/Nominated Representative

census for which the committee shall meet at least once in three (03) months during the tenure of the same.

4. The Chief Engineer, Water — Census
Resources Department, Commi-
Government of Goa, Porvorim- ssioner/
-Goa /Member
Secretary.

This is issued with the approval of the Government vide U. O. No. 4480/F dated 26-09-2025.

By order and in the name of the Governor of Goa.

P. B. Badami, Chief Engineer (WR) & ex officio Addl. Secretary.

Porvorim, 21st January, 2025.

The Sub-Committee will provide technical inputs and guide the State Statistical Cell/concerned officials for smooth and efficient conduct of the said

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 27.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—346/80—01/2025.